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**Electronically Recorded** 

**Tarrant County Texas** 

Official Public Records

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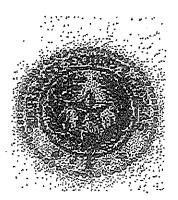
Began Wenker

PGS 3

\$24.00

Suzanne Henderson

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED BY ERXCHANGE NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE

> Electronically Recorded Chesapeake Operating, Inc.

## PAID UP OIL AND GAS LEASE

(No Surface Use) LEASE December THIS AGREEMENT is made this 2010 and Anne E. Johnson, a Single Woman whose address is FOLE Greenview Circle N. Forth Worth TX 76 120 as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following describ land, hereinafter called leased premises:

AN ADDITION TO THE CITY OF FORT WORTH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 382-13, PAGE 88 OF THE PLAT RECORDS OF TARRANT COUNTY, OF THE PLAT RECORDS OF TARRANT COUNTY,

the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is other

of gas of other substances covered referry are produced in paying quantum of the reased premises of normalinas profes differential of this lease is offerward of this lease is offerward in the reased premises of normalinas profes differential of this lease is offerward of this lease is offerward in the reased in the reased in the respect to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty Five Percent (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be

Twenty Five Percent (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are existing on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such well or wells are shut-in or production there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall render Lessee liable for the amount due, but Twenty Five Percent (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other

at the last address known to Lessee shall constitus proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lesser shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive to accept payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (nerticalized realized "tay hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 8 or the action of any governmental authority, then in the event lises as it is the production of the provisions of Paragraph 8 or the action of any governmental authority, then in the event lises as the provision of paragraph 10 or the action of any governmental authority, then in the event lises as the provision of the provision of the provision of paying production on the leased premises or lands pooled therewith within 90 days after competition of operations or such dry hold and any any one or most production of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, revisiting or any other operations reasonably calculated to obtain or restore production there from, this leases shall mere after in the production of a cell capable of producing any of the production in paying quantities herein the leased premises or lands pooled therewith. After completion of a well capable of producing new paying quantities herein with any other lands or the leased premises or independent or production in paying quantities herein with any other lands or interest therein with any other lands or interest therein with any other lands or interest, as to any or all dependent or any or all substantial productio

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8. The interest of either Lessor or Lessee herwunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall actend to their respective heart, devised, evenuous, administrators, successors and assigns. No change in Lessor's after Lessee has been furnished the original or cutified or duly authenticated copies of the documents establishing such original production or enlarging the obligations of Lessee hereunder, assisted the northcatch or creating the obligations of Lessee here the common or the season of the common or the season of the common or the common o

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners. with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETEER ONE OR MORE) Signature: <u>Anne Elaine Johnson</u>
Printed Name: <u>Anne Elaine Johnson</u> Signature: Printed Name: ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF TARRANT 2ndThis instrument was acknowledged before me on the , 2010, by Anne Elaine Johnson JOSEF FRANK MIKEL Notary Public, State of Texas My Commission Expires August 24, 2013 Public, State of Texas 's name (printed): 's commission expires:

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF TARRANT

> This instrument was acknowledged before me on the \_day of \_

, 2010, by \_

Notary Public, State of Texas Notary's name (printed): Notary's commission expires: